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Attorney For Plaintiff CRAIG YATES, an individual

UNITED STATES DISTRICT COURT
DISTRICT OF CALIFORNIA

CRAIG YATES, an individual }
Plaintiffs, }
v. }
LEE'S SANDWICHES; GOLDEN MCM
INVESTMENT LLC; and MCM
INVESTMENTS, INC., a California Corp
dba LEE'S SANDWICHES }
Defendants. }

CASE NO. 3:13-cv-00931 EMC-EDL

**STIPULATION OF DISMISSAL
AND [PROPOSED] ORDER
THEREON**

The parties, by and through their respective counsel, stipulate to dismissal of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2). Outside of the terms of the Settlement Agreement and General Release (“Agreement”) herein, each party is to bear its own costs and attorneys’ fees. The parties further consent to and request that the Court retain jurisdiction over enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement agreements).

1 Therefore, IT IS HEREBY STIPULATED by and between parties to this
2 action through their designated counsel that the above-captioned action become
3 and hereby is dismissed with prejudice pursuant to Federal Rules of Civil
4 Procedure 41(a)(2).

5 This stipulation may be executed in counterparts, all of which together
6 shall constitute one original document.

7
8 Dated: December 23, 2014

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

10 By: /s/ Thomas E. Frankovich
11 Thomas E. Frankovich
12 Attorney for Plaintiff CRAIG YATES

13 Dated: December 23, 2014

14 MICHAEL WELCH + ASSOCIATES

Signature approved

15 By: /s/ Michael D. Welch
16 Michael D. Welch
17 Attorney for Defendants GOLDEN MCM
INVESTMENT LLC; and MCM INVESTMENTS,
INC., a California Corp dba LEE'S SANDWICHES

20 **ORDER**

21 IT IS HEREBY ORDERED that this matter is dismissed with prejudice
22 pursuant to Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court
23 shall retain jurisdiction for the purpose of enforcing the parties' Settlement
24 Agreement and General Release should such enforcement be necessary

25 Dated: 1/9/15, 2014



Edward
M. Chen